

# LEAF VARIO - PRODUCT LIABILITY DISCLAIMER

TERMS OF USE, WARRANTY & LIABILITY WAIVER

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## Summary

Leaf Vario (the “Product”) is an open source hardware and software product designed for use in the adventure sports of paragliding and hang gliding. These adventure sports carry severe inherent risk, and this document outlines the release of liability and risk you must accept when using the Leaf Vario Product. **Read this document carefully.**

Being an open source project, the Product does and will have numerous involved parties, including but not limited to designers, contributors, testers, manufacturers, distributors, and sellers (the “Creators”). Anyone who may purchase, modify, use, or allow the use of the Product (the “User”) accepts the following terms.

These terms and conditions apply to all sales and uses. These terms and conditions include disclaimers of liabilities. Keeping, using, or allowing the use of the Creator’s products indicates the User’s agreement to these terms. If the User does not wish to agree to these terms, the User must cease all use of the Product.

## Terms of use

The Product is offered to the User conditioned upon User’s acceptance without modification of the terms, conditions and notices contained herein. The Product has been designed for a specific use determined by the Creators. Modification of the product(s) through use or misuse, application of additional components or software and/or removal of provided components or software, can lead to product malfunction causing serious risk. Risks include but are not limited to product damage, serious physical injury, disability and/or death. The User is responsible for any modifications User performs on User’s or anyone else’s equipment, including product(s) purchased from the Creators. The Creators are not responsible and will not be held liable for any modifications done to equipment through the use or misuse of its product, including adding or removing components that alter the functionality of the product and/or improper installation and adjustment of Creator’s Product. This Product may not be used for unlawful purposes and such uses are expressly prohibited under the terms and conditions of its use.

## Warranty Disclaimer

The Product is offered as-is with no warranty, express or implied. The Creators DO NOT warrant that the functionality of the Product will meet the User’s requirements or expectations, nor that the operation of the hardware or software will be uninterrupted or error-free, nor that defects in the hardware or software will be corrected.

## Warning – High Risk Activity

Product(s) offered by the Creators include equipment used in a variety of adventure sports activities. Participation in these activities is associated with a high level of risk. Risks include, but are not limited to, serious physical injury, disability and/or death. The User participates in this activity at User's own risk.

Use and misuse of products offered by the Creators involves serious risks including injury, disability and death. Specifically, while the Product intends to offer helpful information and functions to the User, the Product explicitly **does not** provide flight-critical or safety-critical information or features. Do not rely on the product for safety in any way. Use of the Product is at the sole discretion of the User, and the User accepts all risks of using the Product, including intended and unintended functions, malfunctions, distractions, or effects.

### **Assumption of Risk**

By buying, using, or allowing the use of Creator's products, the User understands and agrees that the User is engaging in high risk activities and, to the extent permitted by law, THE USER EXPRESSLY AND VOLUNTARILY ASSUMES THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE CREATORS; including, but not limited to, equipment malfunction from use, misuse, or negligence, or any other fault of Creators. Additionally, the User agrees to indemnify, defend and hold the Creators harmless from any third party claims arising from such high risk activities or any other equipment use, misuse, or malfunction.

### **Limitation of Liability**

In no event shall the Creators be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of their Products.

### **Entire Obligation**

The PRODUCT LIABILITY DISCLAIMER document states the entire obligation of User with respect to the Product(s). If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to, the warranty disclaimers, liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

### **Applicable Law**

User's receipt of the Product, or parts of the Product, from Creators and this disclaimer statement are governed by the laws of the state of Arizona, USA. User hereby consents to the exclusive jurisdiction and venue of the Arizona Supreme Court, USA, in all disputes arising out of or relating to the use of this Product. Use of this Product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

**Modification of Terms and Conditions**

The Creators reserve the right to change the terms, conditions and notices under which its products are offered at any time without notice.